

REMARKS/ARGUMENTS

The undersigned greatly appreciates the courtesies extended by examiners William Bashore and James Blackwell during the personal interview with Applicant's representatives Dan Schubert and Tami Hammer at the Patent and Trademark Office on October 13, 2005. The prior art *LegalPoint* reference was discussed during the interview.

Claims 9-16 and 19-26 in the case are pending. Claims 9, 15, 19 and 25 have been rejected under 35 U.S.C. §103(a) as being unpatentable over Miller et al. in view of Kupiec and further in view of LegalPoint. Claims 16 and 26 have been rejected under 35 U.S.C. § 103(a) as being unpatentable over Miller in view of Kupiec and in further view of Jacobs.

In view of the above, Applicant has amended the claims herein to further distinguish the present system and method from the teachings of the prior art—namely, Miller, Kupiec, and LegalPoint. Amended Claims 9 and 19 now make specific reference to the management of contract information *contained in existing executed contracts*, and the *customized* reconstruction of the contract information in layman's terms chosen by an abstractor.

As stated in the previous Office Action, the examiner agrees that the prior art references Miller and Kupiec fail to render obvious the system and method of previous independent Claims 9 and 19—specifically with regard to the section summary comprising *a reconstruction of the contract information in layman's terms chosen by an abstractor*. This rejection has been withdrawn. However, a new rejection of the claims was made and is now pending based on the disclosure of LegalPoint. The examiner states that LegalPoint describes section summaries which are rendered in layman's language to allow the creator and user of the legal document to understand, without the benefit of legal counsel, the terms which he does not understand.

In order to further clarify and distinguish the present invention from this teaching of LegalPoint, base Claims 9 and 19 have been further amended as stated above to recite (a) the management of contract information *contained in existing executed contracts*, and

(b) the *customized* reconstruction of the contract information in layman's terms chosen by an abstractor.

I. LegalPoint does not disclose, teach or suggest the management of contract information contained in existing executed contracts

The LegalPoint reference describes a software program for *creating and editing documents*, such as commercial lease agreements. The program provides a *template* with section headings and fields to be populated or "filled-in" by the document creator. If the creator is uncertain about what a particular section does and why it is in the document, he/she can double-click on the section heading and receive a generic, canned explanation of the section in a pop-up help window. Such tutorials are commonly used in software programs.

This teaching is unrelated to the present claimed system and method. LegalPoint is not applicable to existing executed contracts, nor does it involve the process of abstracting and reporting contract information. As previously stated, LegalPoint is a software program which is used to *create and edit documents*. *LegalPoint is utilized prior to execution of the contract—before all terms and conditions are agreed upon by the parties to the contract*. As such, LegalPoint does not abstract and report contract information contained in executed contracts, but instead is used merely as a tool for creating an *initial offer*.

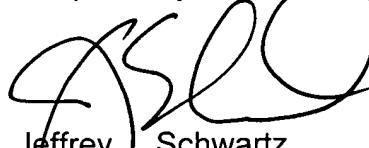
II. LegalPoint does not disclose, teach or suggest the customized reconstruction of contract information in layman's terms chosen by an abstractor.

As previously stated, LegalPoint's section help windows contain only broad generic explanations of certain contract language commonly included in commercial leases. Unlike the claimed invention, the help windows do not offer a *customized* reconstruction of contract information in layman's terms chosen by an abstractor. Each section explanation in LegalPoint is apparently intended to have universal application to all leases. **In other**

words, the section explanations do not change regardless of what may ultimately be added or omitted from the section in the final executed contract, and/or the particular desires/concerns of the party managing the contract information. This type of canned section explanation in LegalPoint is of little value to those in the industry working to effectively and efficiently manage hundreds or more executed contracts, such as lease agreements between landlords and tenants. The use of the term "customized" in the present amended claims is intended to further clarify this distinction; i.e., that the section summaries of the present invention are based on actual negotiated terms of an executed contract and are custom-created based on input provided to the abstractor. The "one size fits all" solution of LegalPoint simply does not apply in the context of the present invention.

For all these reasons discussed above, Applicant submits that all of the claims in the case are now in condition for allowance. Such action is therefore respectfully requested at an early date. If the Examiner believes that issues remain for discussion, he is invited to contact the undersigned at the telephone number indicated below.

Respectfully submitted,



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